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Attorneys for Plaintiff, Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee for American Home Mortgage Assets Trust 2006-1

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

10 DEUTSCHE BANK NATIONAL TRUST
11 COMPANY, FORMERLY KNOWN AS
12 BANKERS TRUST COMPANY OF
13 CALIFORNIA, N.A., AS TRUSTEE FOR
14 AMERICAN HOME MORTGAGE ASSETS
15 TRUST 2006-1,

Plaintiff,

vs.

16 THUNDER PROPERTIES INC.; KERN &
17 ASSOCIATES, LTD.; DOE INDIVIDUALS I
18 through X, inclusive; and ROE
19 CORPORATIONS XI through XX, inclusive,

Defendants.

Case No.: 3:16-cv-00381-MMD-WGC

**STIPULATION AND ORDER FOR
DISMISSAL OF ACTION WITH
PREJUDICE**

21 Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, FORMERLY
22 KNOWN AS BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS TRUSTEE FOR
23 AMERICAN HOME MORTGAGE ASSETS TRUST 2006-1 (“Deutsche Bank”), by and
24 through its attorneys of record, Dana Jonathon Nitz, Esq. and Yanxiong Li, Esq. of the law firm
25 of Wright, Finlay & Zak, LLP, and Defendant THUNDER PROPERTIES, INC. (“TPI”), by and
26 through their undersigned counsels, hereby stipulate and agree as follows:

27 WHEREAS the above-captioned action concerns a homeowner’s association non-
28 judicial foreclosure sale that occurred on or about June 18, 2014 (“HOA Sale”) involving

1 certain real property located in Washoe County, Nevada, commonly known as 100 Riverhaven
2 Place, Reno, Nevada 89509; A.P.N. 009-553-19 ("Property");

3 WHEREAS as a result of the HOA Sale, TPI claimed title to the Property, purportedly
4 free and clear of Deutsche Bank's interest as the record beneficiary of a Deed of Trust recorded
5 in the official records of the Washoe County Recorder's Office on May 17, 2006 as Document
6 Number 3388538 ("Subject Deed of Trust");

7 WHEREAS as a result of the HOA Sale, Kern & Associates collected proceeds in excess
8 of the HOA's statutory lien in the amount of \$22,167.83 (the "Excess Proceeds");

9 WHEREAS Deutsche Bank filed its Complaint on June 27, 2016 (the "Action"),
10 alleging several causes of action against TPI in connection with the HOA Sale and the Property
11 [ECF No. 1];

12 WHEREAS The undersigned Parties have now come to a resolution regarding their
13 respective claims and interest in the Property and the Excess Proceeds;

14 WHEREAS The undersigned Parties have, or will, execute a settlement agreement, the
15 terms of which are confidential, but under which Deutsche Bank agrees to relinquish its right,
16 title and interest in the Property for agreed-upon consideration;

17 WHEREAS TPI agrees to relinquish any right, title and interest in the Excess Proceeds;

18 WHEREAS All other claims asserted by or against any of the undersigned Parties hereto
19 shall be dismissed with prejudice;

20 WHEREAS Nothing in this Stipulation should be construed as intended to benefit any
21 other party not identified as the undersigned Parties hereto, and in particular, shall not constitute
22 a waiver or relinquishment of any claims by Deutsche Bank against the Borrower; and

23 WHEREAS Each Party shall bear its own fees and costs incurred in this litigation and
24 settlement.

25 **IT IS HEREBY STIPULATED AND AGREED** that claims asserted against TPI in
26 Deutsche Bank's Complaint shall be dismissed **with prejudice**;

27 **IT IS FURTHER STIPULATED AND AGREED** that TPI hereby relinquish any right,
28 title and interest in the Excess Proceeds;

IT IS FURTHER STIPULATED AND AGREED that nothing in this Stipulation and Order is intended to be, or will be, construed as an admission of the claims or defenses of the Parties;

IT IS FURTHER STIPULATED AND AGREED that this Stipulation and Order is in no way intended to impair the rights of Deutsche Bank (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) to pursue any and all remedies against the Borrower, as defined in the Note, that Deutsche Bank (or any of its authorized servicers, agents, investors, affiliates, predecessors, successors, and assigns) may have relating to the Note, including the right to sue the Borrower for any deficiency judgment;

IT IS FURTHER STIPULATED AND AGREED that each Party shall bear its own fees and costs incurred in this litigation and settlement.

IT IS SO STIPULATED AND AGREED.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanxiong Li, Esq.

Yanxiong Li, Esq.

Nevada Bar No. 12807

Attorney for Plaintiff, Deutsche Bank National Trust Company, formerly known as Bankers Trust Company of California, N.A., as Trustee for American Home Mortgage Assets Trust 2006-1

ROGER P. CROTEAU & ASSOCIATES,
LTD.

/s/ Timothy E. Rhoda, Esq.

Roger P. Croteau, Esq.

Nevada Bar No. 4958

Timothy E. Rhoda, Esq.

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*Attorneys for Defendant, Thunder Properties,
Inc.*

ORDER

Based on the foregoing Stipulation by and between the parties, and good cause appearing, IT IS SO ORDERED.

Dated: January 28, 2019



UNITED STATES DISTRICT COURT JUDGE